

# REQUEST FOR PROPOSAL LAKEFRONT PARK PADDLE SPORTS RENTALS

Due: April 29, 2020

4:30 PM

Proposals Submitted at: 505 3<sup>rd</sup> Street Hudson, WI 54016

#### **Proposals**

 All proposals received must be submitted on or before the deadline stated in the advertisement for proposals. The proposal must be submitted in a sealed envelope with "PROPOSAL FOR LEASING SPACE FOR PADDLE SPORTS RENTALS AT LAKEFRONT PARK BATH HOUSE" on the submittal.

The City reserves the right to reject any or all proposals and award the lease for the proposal which best serves the interests of the City.

- 2. All proposals must include:
  - Qualifications of the person/entity submitting the proposal (hereafter "Applicant")
  - Brief description of applicants experience and financial ability
  - All persons to be involved and having monetary interest in the operation.
  - Official name and address of Applicant, business organization, or corporation
  - Names, addresses, titles of any corporate officers
  - Detailed breakdown of equipment available to rent, including price. The Lessee is responsible for making sure that all applicable state and local laws, ordinances, and regulations are followed.
  - Three references regarding qualifications, financial background, personal background (shall not include relatives)
- 3. Applicant shall submit a \$500.00 deposit upon award of lease, to be refunded within 30 days of the last operating day. Deductions from this deposit are to be used only to pay for costs to repair damage done by Lessee.

Overview of Items to be Addressed in the lease - Terms are negotiable and may change depending on the proposal

- 1. Term Negotiable but City prefers approximately three months of operations beginning as early as May 25<sup>th</sup> at which time the City opens the beach to the public, weather permitting. The City shall review the lease annually.
- 2. Rental The monthly rental fee for the concession building space and storage area shall be two-hundred and fifty dollars (\$250.00) per month. Payment shall be made to the City on or before the 1<sup>st</sup> day of each month. Lessee is responsible for payment of utilities for the concessions area.
- 3. Purpose The Lessee is to use the said premises for the operation of a concession stand to provide a paddle sports rental business to the public

patronizing the park. Examples include, paddle boards, kayaks, or canoes. The area to be leased is 14' x 22' with 10' ceilings with two service windows.

- 4. The operator, at their own discretion, may place items along the outside of the building on the north and west sides while open to attract potential customers. All equipment must be stored inside upon closing.
- 5. NO advertisement signage can be installed on the outside of the bath house. A frame displays will be allowed if they do not interfere with ADA pedestrian compliance. Size and locations must be approved by the Director of Public Works and Parks.
- 6. Operating Hours Negotiable, but preferred operating hours are 8:00 a.m. to 9:00 p.m., seven days per week from Memorial Day through Labor Day weather permitting.
- 7. Maintenance & Operation Lessee will be responsible for all maintenance and repairs to the subject premises and will assume responsibility for all damage occurred by neglect to plumbing, gas, water, steam, sewage or other pipes, electrical wiring, and other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property.

The Lessee shall be required to obtain all permits necessary to rent paddle sports equipment and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations.

Lessee shall agree to employ competent persons to be in attendance on premises used by them, and that there shall be always at least one adult person over age 18 present and in charge of the said premises when the stand is open.

The Lessee shall be responsible for keeping the stand in a neat, clean, and sanitary condition at all times. Brooms, mops, and other janitorial supplies for the concession stand are the responsibility of the Lessee. The area shall be kept free of debris and rubbish around the entire facility and shall be responsible for emptying the trash as well as the removal.

8. End of lease – The Lessee shall be responsible for removing all Lessee owned equipment by the end of the season and turn in the key(s) to the City of Hudson, unless agreed upon by both parties.

- 9. Damage or Destruction of Premises If premises are destroyed by fire, flood, casualty, war or any other natural disasters, the agreement shall terminate.
- 10. Indemnification The Lessee agrees to indemnify and hold harmless the City from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the Lessee, its agents, servants, employees, contractors, and suppliers, out of its operations under the agreement.
- Insurance The Lessee shall maintain in force at all times during the terms, a policy of public liability insurance insuring itself and the City of Hudson against injury to the property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the Lessee shall furnish to the City, as may be requested from time to time, a certificate of said insurance.
- 12. Lease is not considered a partnership or joint venture with the City.
- 13. Lessee shall be considered an Independent Contractor.
- 14. Lessee shall provide Workers Compensation insurance as required by law.
- 15. Non Discrimination Lessee shall comply with all state and federal nondiscrimination laws.
- 16. Personal Property The Lessee shall furnish all personal property necessary for the operation of the stand. The Lessee may remove this property at any time during the lease, and upon termination of the lease within a reasonable time as required by the City.
- 17. Assignment or subletting Lessee shall not, without written consent of the City of Hudson, sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.
- 18. City shall have right to enter premises during lease period. A key will be kept in the office of the Parks Department.
- 19. Fixtures Lessee shall not remove fixtures or reconfigure the premises without granted permission from the Director of Parks.











